

YOUR LOGO
HERE

EMPLOYMENT AGREEMENT FOR PART TIME EMPLOYEES

DATED: THE ____ DAY OF _____ 20____

BETWEEN

Company Pty Ltd ACN 111 222 333 (“**the Employer**”)

AND

John Smith (“**the Employee**”)

EMPLOYMENT AGREEMENT FOR PART TIME EMPLOYEES

THIS EMPLOYMENT AGREEMENT made on THE ___ DAY OF _____ 20__

BETWEEN: Company Pty Ltd ACN 111 222 333 having its registered office at 1 Smith Street SYDNEY NSW 2000 (“the Employer”);

AND: John Smith of 1 Perth Street Perth 5000 (“the Employee”).

BACKGROUND:

- A. The Employer has agreed to employ the Employee on the terms and conditions set forth in this Employment Agreement and the Employee has agreed to be so employed by the Employer on those terms and conditions.
- B. In this Agreement a reference to “the Act” means the *Fair Work Act 2009* (Cth).

TERMS & CONDITIONS

1. ENGAGEMENT

- 1.1 The Employee is hereby employed by the Employer. The Employee’s employment commences on 27/02/2010. The Employee must report for work on 26/02/2010 at 8:30 am at the Employer’s premises at 1 Smith Street SYDNEY NSW 2000. The Employee must report to John Smith the HR Manager. In the course of employment the Employee’s place of employment may change.
- 1.2 The Employee is employed in the position of Receptionist.
- 1.3 The Employee’s duties and responsibilities in this position include all the duties and responsibilities that would normally attach to that type of position. The Employer may change these duties and responsibilities during the course of the Employee’s employment after consultation with the Employee.

1.4 The Employee is employed on a part time basis.

2. PROBATIONARY PERIOD

2.1 Unless otherwise expressly agreed in writing, the first 3 Months of the Employee's employment with the Employer are probationary ("the Probationary Period"). This Probationary Period allows the Employee to evaluate the position and enables the Employee's Manager to assess the Employee's suitability for and competency for the position. The Employee will be advised, if the Employee has successfully completed the Probationary Period. The Employee's ongoing employment depends upon the successful completion of the Probationary Period.

2.2 Either party may terminate the employment at any time during the Probationary Period by giving 1 weeks notice or payment in lieu of notice.

3. EMPLOYEE'S OBLIGATIONS

3.1 The Employee must at all times in the course of the Employee's employment:-

- (a) act honestly and always in the best interests of the Employer;
- (b) promptly follow all lawful and proper directions of the Employer in respect to the carrying out of the Duties;
- (c) punctually attend each work day at the designated place of work at the times stipulated by the Employer;
- (d) carry out all the Duties carefully responsibly and competently; and
- (e) co-operate and assist management and other employees as and when required.

3.2 Except with the prior consent of the Employer, the Employee must only use computers, telephones, equipment, machinery and vehicles ("Items") belonging to the Employer for proper and legitimate purposes of carrying on the Employer's business and in fulfilling the Duties. The Employee must not use any of the Items for the Employee's personal benefit without the prior written permission of the Employer.

3.3 There may be occasions when the Employee is requested by the Employer to do work which would not usually be done by a person holding the Employee's position. Notwithstanding this, the Employee must carry out such work. Nothing in this clause

obliges the Employee to take on any work that is dangerous or which requires particular training or experience which the Employee does not have.

3.4 The Employee must at all times in dealings with other employees, customers, and contractors conduct himself/herself in a manner that promotes and protects the image, reputation and goodwill of the Employer and Employer's business. In particular the Employee must always:

- (a) be courteous and attentive to customers; and
- (b) co-operate and work well with fellow employees.

3.5 The Employee must not:

- (a) smoke in the workplace;
- (b) consume alcohol or take prohibited drugs in the workplace;
- (c) come to work intoxicated; and/or
- (d) come to work under the influence of prohibited drugs.

4. SALARY/WAGES

4.1 The Employee shall commence employment on a salary of \$23 per hour which includes superannuation. This will be paid to the Employee weekly by electronic funds transfer.

4.2 The Employer will pay the superannuation guarantee levy currently nine percent (9%) to a superannuation fund. The Employee may elect to join a superannuation fund of his/her choice.

4.3 Subject to any legal requirements to the contrary, the Employee may request the Employer to sacrifice a portion of the Employee's pre-tax ordinary salary/wages into the Employee's nominated superannuation fund ("the Salary Sacrifice"). The Employer may agree to the Salary Sacrifice requested at its discretion, although such agreement shall not be unreasonably withheld. Where Salary Sacrifice occurs, the Employee's ordinary pre-tax salary/wages shall be reduced by the amount sacrificed into the nominated superannuation fund.

4.4 The Employee's salary will be reviewed half yearly.

4.5 The Employee may choose to engage in a separate Salary Sacrifice Agreement on the following terms;

- (a) The Employee may elect to sacrifice a proportion of their Salary for non-salary and superannuation benefits subject to compliance with any Australian Federal Legislation;
- (b) Administrative costs incurred as a result of The Employee entering into or amending a salary sacrifice agreement will be met by The Employee;
- (c) Salary for all purposes, including superannuation for The Employee entering into salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist;
- (d) Any Fringe Benefit Tax or direct administrative costs incurred as a result of a salary sacrifice arrangement will be met by The Employee;
- (e) Salary sacrifice arrangements will be annual based on the Fringe Benefit Reporting Year with employees being able to renew, amend or withdraw. An employee may withdraw from a salary sacrifice arrangement at any time.

5. HOURS OF WORK

5.1 The Employee is required to work a maximum of 20 hours per week. The Employee may be required to work reasonable additional hours.

5.2 The Employee's ordinary daily hours of part time work shall be 7.5 hours per day, 5 days per week. The Employee shall work on Monday. The Employer may change the Employee's days of work after consulting with the Employee and providing two weeks notice.

5.3 In accordance with Division 3 of Part 2-2 of the Act, each day the Employee is entitled to take an unpaid meal break for 30 minutes after working not more than five (5) hours.

6. PUBLIC HOLIDAYS

6.1 In accordance with Division 10 of Part 2-2 of the Act, the Employee is entitled to a paid day off on a public holiday where the Employee would otherwise work on that public holiday. The Employer may however request that the Employee work on a

particular public holiday. The Employee may refuse that request (and take the day off) if the employee has reasonable grounds for doing so.

6.2 For the purposes of this clause, the following are public holidays:

(a) 1 January (New Years Day), 26 January (Australia Day), Good Friday, Easter Monday, 25 April (Anzac Day), Queens Birthday, 25 December (Christmas Day), 26 December (Boxing Day), and

(b) any other day declared by or under the law of a state or territory as a public holiday, other than a day declared in substitution for a day in paragraph (a) above, a union picnic day or any other day excluded by the *Workplace Relations Regulations 2006* (Cth) as amended from time to time.

6.3 This clause reflects Section 114-116 of the Act which cannot be overridden by any Collective Agreement or Award.

7. ANNUAL LEAVE

7.1 The Employee is entitled to 4 weeks annual leave per year of service in accordance with Division 6 of Part 2-2 of the Act.

7.2 Annual leave accrues on a pro rata basis and is credited to the Employee on a monthly basis. Annual leave is cumulative.

7.3 Annual leave will be given and taken in periods agreed to between the Employee and the Employer. The Employer can direct the Employee to take an amount of annual leave (where at least the amount directed is credited to the Employee) during a period when the Company, or any part of the Company in which the Employee works, is shut down. The Employer can also direct the Employee to take up to 2 weeks annual leave during a particular period, where more than 8 weeks of annual leave has been accrued.

8. LONG SERVICE LEAVE

8.1 The Employee will be entitled to long service leave in accordance with the state or territory legislation dealing with long service leave.

9. PERSONAL (SICK) LEAVE

9.1 The Employee is entitled to Personal (Sick) Leave in accordance with Division 7 of Part 2-2 of the Act. Personal Leave includes Personal/carer's leave, unpaid carer's

leave and compassionate leave.

Personal/Carer's Leave

9.2 The Employee is entitled to up to 10 days paid personal (sick)/carer's leave for each year of continuous service. Personal (sick)/carer's leave can be taken as sick leave (ie where the Employee suffers a personal illness or injury) or carer's leave (ie where the Employee needs to provide care or support to a member of his/her immediate family or a member of his/her household, who requires care or support due to personal illness, injury or an unexpected emergency).

9.3 Personal (sick)/carer's leave can be taken if the Employee has an amount of such leave credited. Where an amount of such leave is not credited, the Employer may allow the Employee to take the leave in advance. Personal (sick)/carer's leave accrues every 4 weeks and accrues on a pro rata basis. The amount accrued each month must be credited to the Employee. Personal (sick)/carer's leave is cumulative.

Unpaid Carer's Leave

9.4 Provided the Employee cannot take an amount of paid personal (sick)/carer's leave, the Employee is entitled to up to 2 days unpaid carer's leave for each occasion when an immediate family member or a household member requires care or support due to personal illness, injury or an unexpected emergency. This clause applies regardless of whether the Employee is a casual. The Employer may provide additional unpaid carer's leave at its discretion.

Compassionate leave

9.5 Compassionate leave is paid leave taken by an Employee to spend time with a member of his/her immediate family or household who has a personal illness or injury which poses a serious threat to his/her life. Compassionate leave is also paid leave taken after the death of an immediate family or household member.

9.6 The Employee is entitled to up to 2 days compassionate leave for each occasion where an immediate family or household member dies, contracts or develops a personal illness which poses a serious threat to his/her life or sustains a personal injury which poses a serious threat to his/her life. The Employer may require the Employee to provide any evidence that the Employer reasonably requires of the illness, injury or death. The Employer may provide additional compassionate leave at its discretion.

Administration

9.7 Where Personal (sick)/carer's leave or unpaid carer's leave was, is being or will be taken, the Employee must, as soon as reasonably practicable, provide the Employer with notice that he/she;

- (a) in the case of sick leave, requires (or required) leave and is (or will be) absent from employment during a period because of a personal illness or injury, or
- (b) in the case of carer's leave, requires (or required) leave to provide care or support to an immediate family member or member of the Employee's household, who requires care or support because of personal illness, injury or an unexpected emergency.

9.8 The Employer can also require the Employee to provide certain documentation such as a medical certificate or a statutory declaration. This does not apply where the Employee cannot comply due to circumstances beyond his/her control.

10. PARENTAL LEAVE

10.1 The Employee is entitled to unpaid Parental Leave in accordance with Division 5 of Part 2-2 of the Act.

11. COMMUNITY SERVICE LEAVE

11.1 If the Employee is called up for jury service, he/she must immediately notify the Employer of the date upon which the Employee is required to attend for jury service. The Employee is required to forward all correspondence with respect to the Employee's attendance for jury service to the Employer.

11.2 The Employee is entitled to up to 10 days paid leave per year to perform jury service. If the employee receives payment for attending jury service from the Court, the amount that the employer is required to pay will be reduced by this amount

11.3 The Employee is entitled to unlimited but reasonable unpaid leave to perform emergency management activities.

12. OCCUPATIONAL HEALTH AND SAFETY

12.1 The Employer takes its obligations in respect to Occupational Health and Safety ("OH&S") seriously. The Employer intends to ensure that at all times it provides a

safe and healthy work environment for all its employees, contractors, customers and visitors.

12.2 The Employee is invited to become involved on OH&S and to raise any issues relating to risks, hazards, safety or health that come to the Employee's attention.

12.3 If the Employee becomes aware of any circumstance hazard or conduct by any person that could give rise to a risk of injury or illness to any person then the Employer should immediately inform their supervisor, fill out a hazard report form and lodge it with the Employer's safety officer.

12.4 The Employee must at all times observe all safety requirements as stipulated by the Employer. The Employee must not by act or omission bring about any circumstance that could cause danger or injury to any other person. The Employee must use all equipment safely and observe and follow all directions for the safe and proper use of equipment. Where under OH&S requirements the Employee must wear protective clothing helmets, goggles, masks or ear muffs then the Employee must only carry out those tasks if the Employee is wearing and using the appropriate protective clothing and gear.

13. ALCOHOL AND DRUGS

13.1 As part of our OH&S policy, alcohol consumption or drug use in the workplace is strictly prohibited. The Employee must not come to work intoxicated or under the influence of drugs.

14. TERMINATION OF EMPLOYMENT

14.1 Either the Employee or the Employer may terminate the Employee's employment by giving to the other written notice to that effect. The periods of notice are:

- (a) At least 1 week during the Employee's first year of employment; or
- (b) At least 2 weeks where the Employee has been employed for more than 1 year but less than 3 years; or
- (c) At least 3 weeks if the Employee has been employed for more than 3 years but less than 5 years; or
- (d) At least 4 weeks if the Employee has been employed for more than 5 years.

- 14.2 The Employer may at its discretion pay the Employee for the period of notice together with other termination payment entitlements, not require the Employee to work in the notice period, and terminate this Employment Agreement forthwith. The Employer may at its discretion require the Employee to work only part of the notice period and pay the Employee for the whole notice period and terminate the Employment Agreement.
- 14.3 The Employer may terminate the Employee's employment summarily and without notice if the Employee engages in serious or wilful misconduct.
- 14.4 Misconduct by the Employee includes any of the following:-
- (a) a deliberate and wilful failure to follow any lawful instruction or direction by the Employer's supervisor or any person from whom he/she is required by the Employer to take directions from; or
 - (b) serious negligence or incompetence in the performance of duties; or
 - (c) any act of dishonesty or deceit by the Employee; or
 - (d) any improper or unauthorised use of confidential information owned or used by the Employer; or
 - (e) any improper or unauthorised use of Company property; or
 - (f) act in a way which in the reasonable opinion of the Employer may injure or be likely to injure the business or reputation of the Employer; or
 - (g) any rude, abusive, violent, threatening or seriously inappropriate conduct including bullying towards other employees or towards customers; or
 - (h) being intoxicated or under the influence of illicit drugs in the workplace, or
 - (i) consuming alcohol or taking illicit drugs in the workplace; or
 - (j) improper or inappropriate use of your position; or
 - (k) any conduct that in the reasonable opinion of the Employer constitutes a serious or potentially serious conflict of interest, including working for any competitor of the Employer; or

- (l) any reckless or deliberate damage to any of the Employer's property;

15. CONFIDENTIALITY AND TRUST

- 15.1 The Employee stands in a position of confidence and trust. The Employee must not provide any information about the Employer's business or its customers or suppliers to any competitor.
- 15.2 The Employee must not make disparaging remarks about the Employer to its other employees, to customers or to any other person. The Employee must not make disparaging remarks about the Employer's business, its products or services to any customers or any person.
- 15.3 The Employer takes seriously its obligations under the *Privacy Act* 1988 (Cth). The Employee must not disclose or use any personal information the Employee has access to relating to any other employee or any customer of the Employer. The Employee is required to take all reasonable steps to protect all such personal information in the Employee's possession against wrongful disclosure or misuse by any other person.

16. TRANSMISSION OF THE EMPLOYER'S BUSINESS

- 16.1 Where during the course of the Employee's employment the Employer's business or that part of it in which the Employee is employed is sold or transferred to another company then the Employer shall use all reasonable commercial endeavours to facilitate the acquirer of the business to offer the Employee employment on the same or similar terms to this Employment Agreement.
- 16.2 If the Employee does not accept an offer of employment from the acquirer of the business or is not offered employment by the acquirer of the business then the Employer may terminate the Employee's employment. The Employer is not liable to pay any redundancy sum to the Employee on such termination unless an Award or Collective Agreement provides otherwise.

17. INDEPENDENT LEGAL ADVICE

- 17.1 The Employee has had the opportunity to obtain separate and independent legal advice before signing this Employment Agreement.

18. WHOLE AGREEMENT

18.1 This Employment Agreement represents the whole agreement between the Employer and the Employee. Any prior representations by the Employer or any person on its behalf are not relied on by the Employee and the Employee expressly acknowledges having read this Agreement and satisfied himself/herself as to its terms.

19. ADDITIONAL CLAUSES

19.1 The additional clauses (if any) set out in the schedule to this Agreement shall also apply as terms of this Agreement.

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

EXECUTED by the Sole Director and
Company Secretary of **Company Pty Ltd**)
ACN 111 222 333 pursuant to Section)
127(1) of the *Corporations Act* 2001 in the)
presence of:)
)
)

Sole Director and Company Secretary

Signature of witness

Print Name

Print Name

SIGNED by the Employee

)
)
in the presence of:)
)
)

Signature

Signature of witness

[Print name]

[Print name]

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

SCHEDULE

SAMPLE ONLY

YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

Initial: _____